

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

David J. Kleemann Sr. and Kathryn Kleemann, h/w

(b) County of Residence of First Listed Plaintiff State of Florida
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Churchill H. Huston, Esq., The Maher Law Firm, PA, 1515 Market Street, Suite 810, Philadelphia, PA 19102 (215) 207-0267

DEFENDANTS

Covan World-Wide moving, Inc., Coleman American Moving Services, Inc., Eagle Leasing, Inc., Jeffrey Elder, Jonathan A. Blaurock, Jaro Transportation Services, Inc. and Kathryn Hauman

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Jaro Transportation Services, Inc. - Marc B. Zingarini, Esquire and Sean L. Phelan, Esquire, Weber Gallagher, 2000 Market Street, 13th Floor, Philadelphia, PA 19103 (215) 972-7900

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input checked="" type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
		PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
				FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Emploment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation
------------------------------------------------	----------------------------------------------------------------	----------------------------------------------------------	---------------------------------------------------	------------------------------------------------------------------------------	-----------------------------------------------------

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1441 and 1446

VI. CAUSE OF ACTION

Brief description of cause:
All plaintiffs and defendants are foreign corporations or individuals and not citizens of the Commonwealth of PA.

VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/29/2014

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD

Sean Phelan

RECEIPT #

AMOUNT

APPLYING IPP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 208 Railroad St. Fruitland PA 34731

Address of Defendant: 975 Post Road Warren OH 44483

Place of Accident, Incident or Transaction: Route 80, White Deer Township, Union County PA.
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases

(Please specify) _____

B. *Diversity Jurisdiction Cases:*

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify) _____
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases

(Please specify) _____

Sean L. Phelan

ARBITRATION CERTIFICATION

(Check Appropriate Category)

, counsel of record do hereby certify:

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

DATE: 8/29/14

Sean L. Phelan

Attorney-at-Law

209469

Attorney I.D. #

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 8/29/14

Sean L. Phelan

Attorney-at-Law

209469

Attorney I.D. #

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

CIVIL ACTION

v.

:
:
:
:

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()

(f) Standard Management – Cases that do not fall into any one of the other tracks. ()

8/29/14

Date

215.972.7900

Telephone

Sean L. Phelan

Attorney-at-law

215.564.7699

FAX Number

Jaro Transportation
Services Inc.

Attorney for

Sphelan@wqlaw.com

E-Mail Address

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DAVID J. KLEMANN SR. and	:	CIVIL ACTION
KATHRYN KLEMANN, H/W	:	
	:	NO.
Plaintiff,	:	
	:	
vs.	:	
	:	
COVAN WORLD-WIDE MOVING, INC.,	:	
COLEMAN AMERICAN MOVING	:	
SERVICES, INC., EAGLE LEASING,	:	
INC. JEFFREY ELDER, JONATHAN A.	:	
BLAUROCK, JARO	:	
TRANSPORTATION SERVICES, INC.	:	
and	:	
KATHLEEN HAUMAN	:	
	:	
Defendants	:	

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant, Jaro Transportation Services, Inc. (incorrectly identified in Plaintiffs' Complaint as "Jaro Transportation Services") hereby gives notice of removal of this action from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania and in support thereof avers as follows:

1. On August 1, 2014, Plaintiffs, David J. Klemann Sr. and Kathryn Klemann (hereinafter "Plaintiffs"), commenced this personal injury action by filing a Complaint in the Court of Common Pleas of Philadelphia County, Pennsylvania ("State Action"). See, Plaintiffs' Complaint attached hereto as Exhibit "A."

2. During all relevant times, Plaintiffs were and still are citizens of the State of Florida. Id. at ¶ 1.

3. In this State Action, Plaintiffs have named seven (7) Defendants, Covan World-Wide Moving, Inc., Coleman American Moving Services, Inc., Eagle Leasing, Inc., Jeffrey Elder, Jonathan A. Blaurock and Kathleen Hauman. See, a copy of all process, pleadings and orders served in this action to date attached hereto as Exhibit "B."

4. Defendants, Covan World-Wide Moving, Inc., Coleman American Moving Services, Inc. and Eagle Leasing, Inc. are Alabama corporations.

5. Defendants, Jeffrey Elder and Jonathan Blaurock are adult citizens and residents of the State of Kansas.

6. Defendant, Kathleen Hauman is an adult citizen and resident of the State of Connecticut.

7. Removing Defendant, Jaro Transportation Services, Inc. is an Ohio corporation.

8. Accordingly, all plaintiffs and defendants are foreign corporations or individuals, and thus not citizens of the Commonwealth of Pennsylvania. See, Exhibit "A."

9. Removing Defendant, Jaro Transportation Services, Inc. was served with Plaintiffs' Complaint on August 4, 2014. A copy of the Sheriff's Return of Service is attached hereto as Exhibit "C".

10. 28 U.S.C. § 1446 requires removal from state court within thirty (30) days of service of a copy of the initial pleading.

11. Removal is proper and timely as the Removing Defendant filed this Notice of Removal within 30 days after service of Plaintiffs' Complaint on August 8, 2014.

12. All Defendants who have been properly joined and served consent to the removal of this action to federal court. See, August 20, 2014 correspondence to all Defendants attached hereto as Exhibit "D."

13. Pursuant to federal law, this Court "shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between – (1) citizens of different States; [and] (2) citizens of a State and citizens of a foreign State. . ." 28 U.S.C. §1332(a)(1)-(2).

14. In this matter, there is complete diversity of citizenship between the parties:

- (a) Plaintiffs were and are citizens of Florida;
- (b) Defendants, Covan World-Wide Moving, Inc., Coleman American Moving Services, Inc. and Eagle Leasing, Inc. were and are Alabama corporations;
- (c) Defendants, Jeffrey Elder and Jonathan Blaurock were and are adult citizens and residents of the State of Kansas;
- (d) Defendant, Kathleen Hauman, was and is a citizen of the State of Connecticut; and
- (e) Removing Defendant, Jaro Transportation Services, Inc. was and is an Ohio corporation.

See, Exhibit "A."

15. Based upon Plaintiffs' Complaint, plaintiffs seek alleged damages that are reasonably considered to in excess of \$75,000.00.

16. For instance, Plaintiffs' Complaint specifies that they are entitled to damages "in excess of \$50,000.00, exclusive of interest, costs and damages." Id.

17. Plaintiffs further allege that, as a result of this incident which involved a multi-vehicle motor vehicle accident that occurred on the Interstate Route 80 in White Deer Township, Union County, Pennsylvania, Plaintiff, David J. Klemann Sr. has suffered “severe and permanent” personal injuries, “including but not limited to traumatic brain injury, shattered tooth, vision deficits, hearing loss, injuries to the knees and ankles, headaches, disorientation, anxiety, depression, speech impairment and memory and cognitive deficits.” Id. at ¶¶ 35-42.

18. Plaintiffs have also alleged that Plaintiff, David J. Klemann Sr. has and will continue to incur damages for further medical treatment and has sustained a “severe loss of past and future earnings and earning capacity.” Id. at ¶¶ 37, 41-42.

19. Therefore, this Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332.

20. This action is properly and timely removed to this Court pursuant to the provisions of 28 U.S.C. § 1441, and in accordance with the requirements of 28 U.S.C. §1446.

21. Concurrent with this filing, Removing Defendant is providing notice of this removal to the Court of Common Pleas of Philadelphia County, Pennsylvania, pursuant to 28 U.S.C. § 1446(d).

Respectfully submitted,

**WEBER GALLAGHER SIMPSON
STAPLETON FIRES & NEWBY LLP**

By: 

Marc B. Zingarini, Esquire
Sean L. Phelan, Esquire
Attorneys for Defendant,
Jaro Transportation Services, Inc.
2000 Market Street, Suite 1300
Attorney ID #: 38417/209469
(215) 972-7921

Dated: August 28, 2014

CERTIFICATE OF SERVICE

I, Sean L. Phelan, hereby certify that on this date a true and correct copy of Defendant, Jaro Transportation Services, Inc.'s Notice of Removal was sent by first class United States mail, postage prepaid, to the following:

Churchill H. Huston, Esquire
The Maher Law Firm
1515 Market Street, Suite 810
Philadelphia, PA 19102
Attorney for Plaintiffs, David J. and Kathryn Klemann

Covan World-Wide Moving, Inc.
1 Covan Drive
Midland City, AL 36350

Coleman American Moving Services, Inc.
P.O. Box 960
1 Covan Drive
Midland City, AL 36350

Eagle Leasing, Inc.
P.O. Box 960
1 Covan Drive
Midland City, AL 36350

Jeffrey Elder
810 W. 5th Street
Ottawa, KS 66106

Jonathan A. Blaurock
5324 Osage Avenue
Kansas City, KS 66106

Kathleen Hauman
49 Blue Ridge Drive
Stamford, CT 06903

Respectfully Submitted,

WEBER GALLAGHER SIMPSON
STAPLETON FIRES & NEWBY, LLP

By: 
Sean L. Phelan, Esquire

Dated: August 28, 2014

EXHIBIT “A”

David J. Klemann Sr. and Kathryn Klemann,
h/w
208 Railroad Street
Fruitland, FL. 34731

Plaintiff,

vs.
Covan World-Wide Moving, Incorporated
1 Covan Drive,
Midland City, AL 36350
AND

Coleman American Moving Services, Inc.
PO BOX 960
1 Covan Drive,
Midland City, AL 36350
AND

Eagle Leasing, Inc.
PO BOX 960
1 Covan Drive,
Midland City, AL 36350
AND

Jeffrey Elder
810 W. 5th Street
Ottawa, Kansas 66106
AND

Jonathan A. Blaurock
5324 Osage Avenue
Kansas City, Kansas 66106
AND

JARO Transportation Services, Inc.
975 Post Road
Warren, Ohio 44483
AND

Kathleen Hauman
49 Blue Ridge Drive
Stamford, Connecticut 06903

Defendants

COURT OF COMMON PLEAS
PROTHONOTARY
PHILADELPHIA COUNTY
1 AUG 2014 09:26 am
R. EDWARDS

CIVIL ACTION COMPLAINT

THIS IS NOT AN ARBITRATION
MATTER
ASSESSMENT OF DAMAGES HEARING
IS REQUIRED

CIVIL ACTION COMPLAINT
MOTOR VEHICLE -2V

Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgement may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property of other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

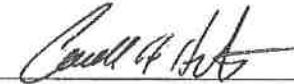
“AVISO

“Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

“LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERIDO LEGAL
1 Reading Center
Filadelfia, PA 19107
Teléfono: 238-6333”

THE MAHER LAW FIRM, P.A.
A Professional Association
1515 Market Street, Suite 810
Philadelphia, PA 19102
Phone: (215)-207-0267
Fax: (215)-207-0271
Attorneys for Plaintiff(s)



CHURCHILL H. HUSTON, ESQUIRE

David J. Kleemann Sr. and Kathryn Kleemann,
h/w
208 Railroad Street
Fruitland, FL.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA
CIVIL ACTION COMPLAINT

Plaintiff,

vs.
Covan World-Wide Moving, Incorporated
1 Covan Drive,
Midland City, Alabama
AND
Coleman American Moving Services, Inc.
PO BOX 960
1 Covan Drive,
Midland City, Alabama
AND
Eagle Leasing, Inc.
PO BOX 960
1 Covan Drive,
Midland City, Alabama
AND
Jeffrey Elder
810 W. 5th Street
Ottawa, Kansas
AND
Jonathan A. Blaurock
5324 Osage Avenue
Kansas City, Kansas
AND
JARO Transportation Services, Inc.
975 Post Road
Warren, Ohio
AND
Kathleen Hauman
49 Blue Ridge Drive
Stamford, Connecticut,
Defendants

THIS IS NOT AN ARBITRATION
MATTER
ASSESSMENT OF DAMAGES HEARING
IS REQUIRED

CIVIL ACTION COMPLAINT
MOTOR VEHICLE -2V

Plaintiffs, David J. Klemann, Sr. and Kathryn Klemann, Husband and Wife, by and through their attorneys, The Maher Law Firm, hereby demand damages against each of the defendants, Covan World-Wide Moving, Incorporated, Coleman American Moving Services, Inc., Eagle Leasing, Inc., Jeffrey Elder, Jonathan Blaurock, JARO Transportation Services, Inc., and Kathleen Hauman, in a sum in excess of fifty thousand dollars (\$50,000.00), exclusive of interest, costs and damages for pre-judgment delay, upon the following causes of action:

PARTIES

1. Plaintiffs, David J. Klemann, Sr. and Kathryn Klemann, are adult citizens and residents of the state of Florida residing therein at 208 Railroad Street, Fruitland Park, FL.
2. Plaintiffs, David J. Klemann and Kathryn Klemann are husband and wife.
3. At all times relevant hereto, Mr. Klemann was the operator of a 2012 Volvo 3500 tractor trailer, with Illinois license plate number P729066 as well as a trailer unit bearing Illinois license plate U341106 (Hereinafter referred to as "Plaintiff's Truck").
4. Defendant, Covan World-Wide Moving, Incorporated is engaged in the business of commercial transportation and trucking and is organized and existing under the laws of the state of Missouri, with its principal place of business at 1 Covan Drive, Midland City, Alabama.
5. Defendant, Coleman American Moving Services, Inc. is engaged in the business of commercial transportation and trucking and is organized and existing under the laws of the state of Alabama, with its principal place of business at PO BOX 960, 1 Covan Drive, Midland City, Alabama.
6. It is believed and therefore averred that Defendant, Covan World Wide Moving Incorporated and Defendant, Coleman American Moving Services, Inc. are vertically integrated corporations operating as one company.

7. It is believed and therefore averred that Defendants, Covan World-Wide Moving, Incorporated, Coleman American Moving Services, Inc. and/or Eagle Leasing Inc., has, as part of its usual and ordinary business, operated and maintained numerous commercial transportation and trucking delivery destinations to, within, and from, Philadelphia County, Pennsylvania as well as, maintained and used routes or lanes of travel that run directly into and through Philadelphia County, and regularly conducts business therein, within the meaning of the Pennsylvania Rules of Civil Procedure.

8. Defendant, Eagle Leasing, Inc. is engaged in the business of commercial transportation and trucking and tractor trailer leasing and is organized and existing under the laws of the state of Alabama, with its principal place of business at PO BOX 960, 1 Covan Drive, Midland City, Alabama.

9. It is believed and therefore averred that Eagle Leasing, Inc. is owned and/or operated by Covan World-Wide Moving, Incorporated and/or Coleman American Moving Services Inc.

10. At all times relevant hereto, Eagle Leasing, Inc. and/or Covan World-Wide Moving, Incorporated, was the owner of a 2006 International Harvester model International tractor unit with Alabama license number 1061280, as well as a trailer unit bearing Alabama license plate A061533 (Hereinafter referred to as "Truck No. 1").

11. At all times relevant hereto, Covan World-Wide Moving, Incorporated and/or Coleman American Moving Services, Inc. was the lessee of a 2006 International Harvester model International tractor unit with Alabama license number 1061280, as well as a trailer unit bearing Alabama license plate A061533 (hereinafter referred to as "Truck No. 1").

12. At all times relevant hereto, Eagle Leasing, Inc. and/or Covan World-Wide Moving, Incorporated, was the owner of a 2004 International Harvester model International tractor unit with

Alabama license number 1061223, as well as a trailer unit bearing Alabama license plate A062128 (hereinafter referred to as "Truck No. 2").

13. At all times relevant hereto, Covan World –Wide Moving Incorporated and/or Coleman American Moving Services, Inc. was the lessee of a 2004 International Harvester model International tractor unit with Alabama license number 1061223, as well as a trailer unit bearing Alabama license plate A062128 (hereinafter referred to as "Truck No. 2").

14. Defendant, Jeffrey Elder, (hereinafter referred to as "Mr. Elder"), is an adult citizen and resident of the State of Kansas, residing therein at 810 W. 5th Street, Ottawa, Kansas.

15. At all times relevant hereto, Mr. Elder was the operator of Truck No. 1.

16. Defendant, Jonathan Blaurock, (hereinafter referred to as "Mr. Blaurock"), is an adult citizen and resident of the State of Kansas, residing therein at 5324 Osage Avenue, Kansas City, Kansas or 3024 S 46th Street, Kansas City, Kansas 66106.

17. At all times relevant hereto, Mr. Blaurock was the operator of Truck No. 2.

18. At all times relevant hereto, Mr. Elder and Mr. Blaurock were the agents, servants, and/or employees of Covan World-Wide Moving, Incorporated and/or Coleman American Moving Services, Inc. and/or Eagle Leasing, Inc. acting within the course and scope of their agency and/or employment for Covan World- Wide Moving, Incorporated/Coleman American Moving Services, Inc./Eagle Leasing Inc.

19. Defendant, JARO Transportation Services, Inc. is engaged in the business of commercial transportation and trucking and is organized and existing under the laws of the state of Ohio, with its principal place of business at 975 Post Road, Warren, Ohio 44483.

20. It is believed and therefore averred that Defendant, JARO Transportation Services, Inc. has, as part of its usual and ordinary business, operated and maintained numerous commercial

transportation and trucking delivery destinations to, within, and from, Philadelphia County, Pennsylvania as well as, maintained and used routes or lanes of travel that run directly into and through Philadelphia County, and regularly conducts business therein, within the meaning of the Pennsylvania Rules of Civil Procedure

21. At all times relevant hereto Defendant, JARO Transportation Services, Inc. was the owner of a commercial motor vehicle, red or maroon in color International model tractor with the Unit number "589," and a flat bed trailer. (hereinafter referred to as "Truck No. 3").

22. At all times relevant hereto, the operator/driver of Truck No.3 on January 21, 2013 was the agent, servant, and/or employee of acting within the course and scope of his or her agency and/or employment for JARO Transportation Services, Inc.

23. Defendant, Kathleen Hauman, (hereinafter referred to as "Ms. Hauman"), is an adult citizen and resident of the State of Connecticut, residing therein at 49 Blue Ridge Drive, Stamford, Connecticut.

24. At all times relevant hereto, Kathleen Hauman, was the owner and/or operator of a 2006 Toyota Sienna, Connecticut license plate 579MHA (Hereinafter referred to as the "Mini-Van").

25. On or about January 21, 2013, Defendants, Jeffrey Elder, Jonathan Blaurock, and Kathleen Hauman, were the operators their respective vehicles involved in a collision with Plaintiff on the Interstate Route 80 causing personal injury to Plaintiff as set forth in more detail below.

FACTUAL BACKGROUND

26. On or about January 21, 2013, at approximately 1530 hours, Plaintiff, Mr. Kleemann, was traveling Eastbound on the Interstate Route 80 in White Deer Township, Union County, Pennsylvania.

27. At all relevant times, there were slippery road conditions due to ice, freezing precipitation, and/or snow.

28. At all relevant times snow and/or sleet and/or freezing precipitation was falling.

29. Defendant, Mr. Elder, driving Truck No. 1 was traveling in the left hand lane of I-80 eastbound at a rate of speed too great for weather and roadway conditions when he lost control of the vehicle causing it to jackknife, strike the guardrail and obstruct the roadway.

30. Defendant, Mr. Blaurock, driving Truck No. 2 was traveling behind Truck No. 1 at a rate of speed too great for conditions when he lost control of the vehicle causing it to strike the guard rail, and obstruct the roadway.

31. It is believed and therefore averred that Truck No. 3 was traveling in front of Truck Nos. 1 and 2 at a rate of speed to great for the conditions when its operator lost control of Truck No. 3, and in part caused or contributed to Defendant, Mr. Elder's negligent actions and the obstruction of the roadway by Truck No. 1.

32. It is believed and therefore averred that Truck Nos. 1, 2 and 3 passed Plaintiff's Truck and the Car prior to loss of control and obstruction of the road way by Truck Nos. 1 and 2.

33. Defendant, Ms. Hauman, driving the Car was traveling eastbound on I-80 at a rate of speed too great for conditions, causing the Car to strike vehicle(s) obstructing a portion of the right lane and right roadway median.

34. With the roadway completely obstructed by Truck Nos. 1 & 2 and the Car, Plaintiff was unable to avoid a collision and struck the trailer of Truck No. 1.

35. As a direct and proximate result of the negligence of the Defendants, Plaintiff suffered severe and permanent injuries, including but not limited to a traumatic brain injury, a shattered tooth, vision deficits, hearing loss, injuries to the knees and ankles, headaches,

disorientation, anxiety, depression, speech impairment and memory and cognitive deficits.

36. As a direct and proximate result of the negligence of Defendants, Plaintiff required medical attention and treatment for his injuries.

37. As a direct and proximate result of the negligence of Defendants, Plaintiff has suffered severe and permanent injuries which require further medical treatment in the future in order to treat the injuries caused by this collision and by the negligence of Defendants.

38. As a direct and proximate result of the negligence of Defendants, Plaintiff has experienced significant pain, suffering, and humiliation from the aforementioned injuries in the past and will continue with his pain, suffering and humiliation from these injuries into the future.

39. As a direct and proximate result of the negligence of Defendants, Plaintiff has suffered great mental and emotional anguish and distress.

40. As a direct and proximate result of the negligence of all Defendants, Plaintiff has suffered the loss of life's pleasures.

41. As a direct and proximate result of the negligence of all Defendants, Plaintiff has been obliged to incur out-of-pocket expenditures for medicine and medical care and he may continue to expend such sums in the future in addition to, the extent that medical bills which are recoverable under the Motor Vehicle Responsibility Law were incurred, Plaintiff seeks recovery of such expenses.

42. As a direct and proximate result of the negligence of all Defendants, Plaintiff has and will continue to suffer a severe loss of past and future earnings and earning capacity and/or impairment of his future earning capacity and power.

**COUNT I - NEGLIGENCE
PLAINTIFF V. COVAN WORLD-WIDE MOING, INC.**

43. Plaintiff incorporates the prior paragraphs as though set forth at length herein.

44. At all times relevant hereto, it is believed and averred that Covan World-Wide Moving, Incorporated was the parent corporation, affiliated corporation, and/or alter-ego corporation of Coleman American Moving Services, Inc. and/ or Eagle Leasing, Inc.

45. The negligence and disregard for the safety of others of Defendant, Covan World-Wide Moving, Incorporated, itself and acting directly and through its agents, servants and/or employees, co-defendants Mr. Elder, and Mr. Blaurock and/or co-defendants , Coleman American Moving Services, Inc. and Eagle Leasing, Inc., included the following:

- a. Negligently entrusting the operation a tractor-trailer to defendant Mr. Elder and Mr. Blaurock;
- b. Negligently entrusting the operation of a tractor-trailer in a manner which was dangerous to the safety of the person and property of plaintiff and to all who were on the highway;
- c. Failing to properly maintain defendant's tractor-trailer under adequate control;
- d. Negligently operating a tractor-trailer at an unreasonable and dangerous rate of speed;
- e. Failure to perform a proper pre-trip inspection regarding the condition and safety the tractor-trailer and failure to maintain all equipment in proper and safe working condition;
- f. Failing to note the point and position of other vehicles on the road;
- g. Failure to properly manage the space on all sides of the tractor-trailer;
- h. Failure to follow the rules of the road when conducting a commercial vehicle;
- i. Failing to comply with the Federal Motor Carrier Safety Regulations regarding driver hiring, training, and safety; and
- j. Failing to maintain/inspect the tractor-trailer to confirm it was in proper working order and safe condition for the safe operation on the roadway.

46. As a direct and proximate result of the negligence of Defendant, Covan World-Wide

Moving, Incorporated, Plaintiff suffered severe and permanent injuries as stated in detail above.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT II – NEGLIGENCE
PLAINTIFF V COLEMAN AMERICAN MOVING SERVICES, INC.

47. Plaintiff incorporates the prior paragraphs as though set forth at length herein.

48. At all times relevant hereto, it is believed and averred that Coleman American Moving Services, Inc. was the parent corporation, affiliated corporation, and/or alter-ego corporation of Covan World-Wide Moving, Incorporated and/ or Eagle Leasing, Inc.

49. The negligence and disregard for the safety of others of Defendant, Coleman American Moving Services, Inc., itself and acting directly and through its agents, servants and/or employees, Mr. Elder, and Mr. Blaurock and/or co-defendants , Covan World-Wide Moving, Incorporated and Eagle Leasing, Inc., included the following:

- a. Negligently entrusting the operation of a tractor-trailer to defendants Mr. Elder and Mr. Blaurock;
- b. Negligently entrusting the operation of a tractor-trailer in a manner which was dangerous to the safety of the person and property of plaintiff and to all who were on the highway;
- c. Failing to properly maintain defendant's tractor-trailer under adequate control;
- d. Negligently operating a tractor-trailer at an unreasonable and dangerous rate of speed;
- e. Failure to perform a proper pre-trip inspection regarding the condition and safety the tractor-trailer and failure to maintain all equipment in proper and safe working condition;
- f. Failing to note the point and position of other vehicles on the road;

- g. Failure to properly manage the space on all sides of the tractor-trailer;
- h. Failure to follow the rules of the road when conducting a commercial vehicle;
- ii. Failing to comply with the Federal Motor Carrier Safety Regulations regarding driver hiring, training, and safety; and
- j. Failing to maintain/inspect the tractor-trailer to confirm it was in proper working order and safe condition for the safe operation on the roadway.

50. As a direct and proximate result of the negligence of Defendant, Coleman American Moving Services, Inc., Plaintiff suffered severe and permanent injuries as stated in detail above.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT III – NEGLIGENCE
PLAINTIFF V EAGLE LEASING, INC

51. Plaintiff incorporates the prior paragraphs as though set forth at length herein.

52. At all times relevant hereto, it is believed and averred that Eagle Leasing, Inc. was the parent corporation, affiliated corporation, and/or alter-ego corporation of Coleman American Moving Services, Inc. and/or Covan World-Wide Moving, Incorporated.

53. The negligence and disregard for the safety of others of Defendant, Eagle Leasing, Inc., itself and acting directly and through its agents, servants and/or employees, and/or co-defendants, Coleman American Moving Services, Inc., Covan World-Wide Moving, Incorporated, Mr. Elder, and Mr. Blaurock included the following

- a. Negligently entrusting the operation of a tractor-trailer to defendants Covan World-Wide Moving, Incorporated, Coleman American Moving Services, Inc., Mr. Elder and Mr. Blaurock;

- b. Negligently entrusting the operation of a tractor-trailer in a manner which was dangerous to the safety of the person and property of plaintiff and to all who were on the highway;
- c. Failing to properly maintain defendant's tractor-trailer under adequate control;
- d. Negligently operating a tractor-trailer at an unreasonable and dangerous rate of speed;
- e. Failure to perform a proper pre-trip inspection regarding the condition and safety the tractor-trailer and failure to maintain all equipment in proper and safe working condition;
- f. Failing to note the point and position of other vehicles on the road;
- g. Failure to properly manage the space on all sides of the tractor-trailer;
- h. Failure to follow the rules of the road when conducting a commercial vehicle;
- i. Failing to comply with the Federal Motor Carrier Safety Regulations regarding driver hiring, training, and safety;
- j. Failing to maintain/inspect the tractor-trailer to confirm it was in proper working order and safe condition for the safe operation on the roadway; and
- k. leasing equipment which was not in proper working order for the intended use.

54. As a direct and proximate result of the negligence of Defendant Eagle Leasing, Inc.,

Plaintiff suffered severe and permanent injuries as stated in detail above.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT IV – NEGLIGENCE
PLAINTIFF V. JEFFREY ELDER

55. Plaintiff incorporates the prior paragraphs as though set forth at length herein.

56. The negligence and disregard for the safety of others of Defendant, JEFFREY ELDER, included the following:

- a. Failing to properly maintain the tractor-trailer under adequate control;
- b. Failure to perform a proper pre-trip inspection regarding the condition and safety of the tractor-trailer or mini-van and failure to maintain all equipment in proper and safe working condition;
- c. Failing to note the point and position of other vehicles on the road;
- d. Failure to properly manage the space on all sides of the tractor-trailer;
- e. Failure to follow the rules of the road when conducting a commercial vehicle in adverse weather and/or roadway conditions;
- f. Failing to comply with the Federal Motor Carrier Safety Regulations regarding driver hiring, training, and safety;
- g. Failing to maintain/inspect the tractor-trailer or mini-van to confirm it was in proper working order and safe condition for the safe operation on the roadway;
- h. Failing to travel at a speed appropriate to the icy/snowy conditions; and
- i. Failing to maintain/inspect the tractor-trailer or mini-van to confirm it was in proper working order and safe condition for the safe operation on the roadway in icy/snowy conditions

57. As a direct and proximate result of the negligence of defendant, Plaintiff suffered severe and permanent injuries as stated in detail above.

WHEREFORE, Plaintiffs demand judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

**COUNT V – NEGLIGENCE
PLAINTIFF V. JONATHAN BLAURock**

58. Plaintiff incorporates the prior paragraphs as though set forth at length herein.

59. The negligence and disregard for the safety of others of Defendant JONATHAN BLAURock included the following:

- a. Failing to properly maintain defendant's tractor-trailer under adequate control;

- b. Failure to perform a proper pre-trip inspection regarding the condition and safety of the tractor-trailer or mini-van and failure to maintain all equipment in proper and safe working condition;
- c. Failing to note the point and position of other vehicles on the road;
- d. Failure to properly manage the space on all sides of the tractor-trailer;
- e. Failure to follow the rules of the road when conducting a commercial vehicle in adverse weather and/or roadway conditions;
- f. Failing to comply with the Federal Motor Carrier Safety Regulations regarding driver hiring, training, and safety;
- g. Failing to maintain/inspect the tractor-trailer or mini-van to confirm it was in proper working order and safe condition for the safe operation on the roadway;
- h. Failing to travel at a speed appropriate to the icy/snowy conditions; and
- i. Failing to maintain/inspect the tractor-trailer or mini-van to confirm it was in proper working order and safe condition for the safe operation on the roadway in icy/snowy conditions

60. As a direct and proximate result of the negligence of defendant, Plaintiff suffered severe and permanent injuries as stated in detail above.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT VI - NEGLIGENCE
PLAINTIFF V. JARO TRANSPORATION SERVICES, INC.

61. Plaintiff incorporates the prior paragraphs as though set forth at length herein.

62. The negligence and disregard for the safety of others of Defendant, JARO Transportation Services, Inc., itself and acting directly and through its agents, servants and/or employees, included the following:

- a. Negligently entrusting the operation a tractor-trailer to the unidentified driver on January 21, 2013.
- b. Negligently entrusting the operation of a tractor-trailer in a manner which was dangerous to the safety of the person and property of plaintiff and to all who were on the highway;
- c. Failing to properly maintain defendant's tractor-trailer under adequate control;
- d. Negligently operating a tractor-trailer at an unreasonable and dangerous rate of speed;
- e. Failure to perform a proper pre-trip inspection regarding the condition and safety the tractor-trailer and failure to maintain all equipment in proper and safe working condition;
- f. Failing to note the point and position of other vehicles on the road;
- g. Failure to properly manage the space on all sides of the tractor-trailer;
- h. Failure to follow the rules of the road when conducting a commercial vehicle;
- iii. Failing to comply with the Federal Motor Carrier Safety Regulations regarding driver hiring, training, and safety; and
- j. Failing to maintain/inspect the tractor-trailer to confirm it was in proper working order and safe condition for the safe operation on the roadway.

63. As a direct and proximate result of the negligence of Defendant, JARO

Transportation Services, Inc., Plaintiff suffered severe and permanent injuries as stated in detail above.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

**COUNT VII – NEGLIGENCE
PLAINTIFF V. KATHLEEN HAUMAN**

- 64. Plaintiff incorporates the prior paragraphs as though set forth at length herein.
- 65. The negligence and disregard for the safety of others of Defendant, **KATHLEEN HAUMAN**, included the following:
 - a. Failing to travel at a speed appropriate to the icy/snowy conditions;
 - b. Failing to properly maintain the Car, defendant's mini-van under adequate control;
 - c. Failing to note the point and position of other vehicles on the road;
 - d. Failing to follow the rules of the road when operating passenger vehicle; and
 - e. Failing to maintain/inspect the Car, Defendant's mini-van, to confirm it was in proper working order and safe condition for the safe operation on the roadway in icy/snowy conditions
- 66. As a direct and proximate result of the negligence of Defendant, Plaintiff suffered severe and permanent injuries as stated in detail above.

WHEREFORE, Plaintiffs demand judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

**COUNT VIII - LOSS OF CONSORTIUM
PLAINTIFF V. COVAN WORLD-WIDE MOVING INCORPORATED**

- 67. Plaintiff, Kathryn Klemann, hereby incorporates by reference the preceding paragraphs as though the same were fully set forth at length herein.
- 68. At all material times hereto, Kathryn Klemann was and is the wife of David J. Klemann.
- 69. As a result of the negligence of Defendant, COVAN WORLD-WIDE MOVING

INCORPORATED , set forth above, Kathryn Klemann suffered a loss of the services, society and companionship of her husband.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT IX - LOSS OF CONSORTIUM
PLAINTIFF V. COLEMAN AMERICAN MOVING SERVICES, INC.

70. Plaintiff, Kathryn Klemann, hereby incorporates by reference the preceding paragraphs as though the same were fully set forth at length herein.

71. At all material times hereto, Kathryn Klemann was and is the wife of David J. Klemann.

72. As a result of the negligence of Defendant, COLEMAN AMERICAN MOVING SERVICES, INC., set forth above, Kathryn Klemann suffered a loss of the services, society and companionship of her husband.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT X- LOSS OF CONSORTIUM
PLAINTIFF V. EAGLE LEASING, INC.

73. Plaintiff, Kathryn Klemann, hereby incorporates by reference the preceding paragraphs as though the same were fully set forth at length herein.

74. At all material times hereto, Kathryn Klemann was and is the wife of David J. Klemann.

75. As a result of the negligence of Defendant, EAGLE LEASING, INC., set forth

above, Kathryn Klemann suffered a loss of the services, society and companionship of her husband.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

**COUNT XI - LOSS OF CONSORTIUM
PLAINTIFF V. JEFFREY ELDER**

76. Plaintiff, Kathryn Klemann, hereby incorporates by reference the preceding paragraphs as though the same were fully set forth at length herein.

77. At all material times hereto, Kathryn Klemann was and is the wife of David J. Klemann.

78. As a result of the negligence of Defendant, JEFFREY ELDER , set forth above, Kathryn Klemann suffered a loss of the services, society and companionship of her husband.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

**COUNT XII- LOSS OF CONSORTIUM
PLAINTIFF V. JONATHAN BLAURICK**

79. Plaintiff, Kathryn Klemann, hereby incorporates by reference the preceding paragraphs as though the same were fully set forth at length herein.

80. At all material times hereto, Kathryn Klemann was and is the wife of David J. Klemann.

81. As a result of the negligence of Defendant, JONATHAN BLAURICK, set forth above, Kathryn Klemann suffered a loss of the services, society and companionship of her husband.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT XIII- LOSS OF CONSORTIUM
PLAINTIFF V. JARO TRANSPORATION SERVICES, INC.

82. Plaintiff, Kathryn Klemann, hereby incorporates by reference the preceding paragraphs as though the same were fully set forth at length herein.

83. At all material times hereto, Kathryn Klemann was and is the wife of David J. Klemann.

84. As a result of the negligence of Defendant, JARO Transportation Services, Inc., set forth above, Kathryn Klemann suffered a loss of the services, society and companionship of her husband.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

COUNT XIV- LOSS OF CONSORTIUM
PLAINTIFF V. KATHLEEN HAUMAN

85. Plaintiff, Kathryn Klemann, hereby incorporates by reference the preceding paragraphs as though the same were fully set forth at length herein.

86. At all material times hereto, Kathryn Klemann was and is the wife of David J. Klemann.

87. As a result of the negligence of Defendant, **KATHLEEN HAUMAN**, set forth above, Kathryn Klemann suffered a loss of the services, society and companionship of her husband.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, together with interest, costs, and attorney's fees and delay damages and any further relief deemed appropriate by this Honorable Court for an amount in excess of fifty-thousand dollars (\$50,000.00).

THE MAHER LAW FIRM, P.A.

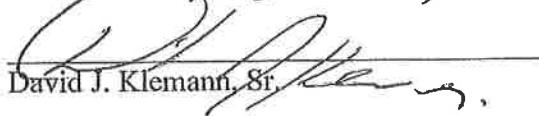
BY: 

Churchill H. Huston, Esquire
Attorney I.D. 83810
1515 Market Street, Suite 810
Philadelphia, PA 19102
(215) 207-0267
Attorney(s) for Plaintiff(s)

VERIFICATION

The undersigned, having read the attached pleading, hereby verifies that the within pleading is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not the signer. Signer verifies that he has read the within pleading and that it is true and correct to the best of the signer's knowledge, information, and belief. To the extent that the contents of the pleadings are that of counsel, verifier has relied upon counsel in taking this Verification. This Verification is made subject to the penalties of 18 Pa. C.S.A. 4904, relating to Unsworn Falsifications to Authorities.

DATED: 08/28, 2014


David J. Kleemann, Sr.

by and through
The Maher Law Firm, A Professional Association, attorneys in fact.

8130856

VERIFICATION

The undersigned, having read the attached pleading, hereby verifies that the within pleading is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not the signer. Signer verifies that she has read the within pleading and that it is true and correct to the best of the signer's knowledge, information, and belief. To the extent that the contents of the pleadings are that of counsel, verifier has relied upon counsel in taking this Verification. This Verification is made subject to the penalties of 18 Pa. C.S.A. 4904, relating to Unsworn Falsifications to Authorities.

DATED: 7-28, 2014

Kathy Kleemann
Kathy Kleemann

by and through
The Maher Law Firm, A Professional Association, attorneys in fact.

8130856

EXHIBIT “B”

David J. Klemann Sr. And Kathryn Klemann,
h/w

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA



Plaintiff,

vs.

JULY TERM, 2014

Covan World-Wide Moving, Incorporated;
Coleman American Moving Services, Inc.;
Eagle Leasing, Inc.; Jeffrey Elder; Jonathan
A. Blaurock; JARO Transportation Services,
Inc.; and Kathleen Hauman,

NO. 003975

Defendants

/

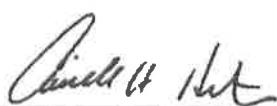
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

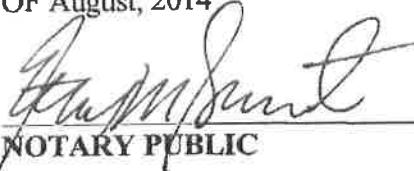
CHURCHILL H. HUSTON, ESQUIRE, being duly sworn according to law deposes and says that on August 1, 2014, he did file a Civil Action Complaint in the above-entitled matter with the Court; and that on August 4, 2014 at 8:46 a.m., a true and correct copy of the Civil Action Complaint was served upon Coleman American Moving Services; a copy of the Return Receipt for Merchandise article number 70121640000054575502 and USPS tracking confirmation are attached hereto and marked as Exhibit "A".

THE MAHER LAW FIRM, P.A.

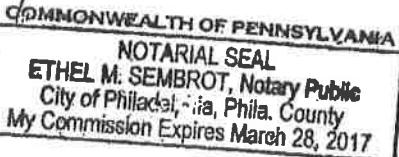
BY:


Churchill H. Huston, Esquire
Attorney for Plaintiff(s)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF August, 2014



NOTARY PUBLIC





Case ID: 14070397

SENDER: COMPLETE THIS SECTION		COMPLET THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) </p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Coleman American Moving Services</p> <p>1 Coran Drive</p> <p>Midland City, AL 36350</p>		<p>5. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7012 1640 0000 5457 5502</p>		<p>Domestic Return Receipt</p> <p>10269-02-N-1540</p>	

[English](#)[Customer Service](#)[USPS Mobile](#)[Register / Sign In](#)[Send and Track your package](#)

USPS Tracking™

Customer Service
Have questions? We're here to help.Tracking Number: **7012164000054575502**

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Available Actions

Postal Product: **Features:**
Certified Mail™[View Details](#)

August 4, 2014, 8:46 am Delivered

MIDLAND CITY, AL 36350

[View Details](#)

August 4, 2014, 8:32 am Arrived at Unit

MIDLAND CITY, AL 36350

[View Details](#)

What's your tracking (or receipt) number?

[Track It](#)**LEGAL**

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Feedback Form
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David J. Klemann Sr. And Kathryn Klemann,
h/w

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA



Plaintiff,

vs.

JULY TERM, 2014

Covan World-Wide Moving, Incorporated;
Coleman American Moving Services, Inc.;
Eagle Leasing, Inc.; Jeffrey Elder; Jonathan
A. Blaurock; JARO Transportation Services,
Inc.; and Kathleen Hauman,

NO. 003975

Defendants

/

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS :
:

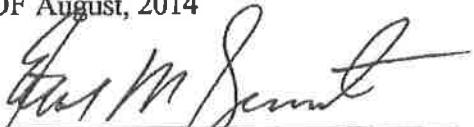
CHURCHILL H. HUSTON, ESQUIRE, being duly sworn according to law deposes and says that on August 1, 2014, he did file a Civil Action Complaint in the above-entitled matter with the Court; and that on August 5, 2014 at 3:33 p.m., a true and correct copy of the Civil Action Complaint was served upon Kathleen Hauman; a copy of the Return Receipt for Merchandise 7012164000054575557 and USPS tracking confirmation are attached hereto and marked as Exhibit "A".

THE MAHER LAW FIRM, P.A.

BY:

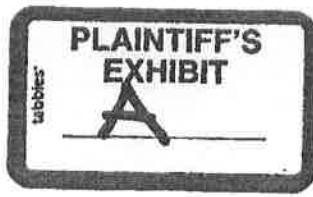

Churchill H. Huston, Esquire
Attorney for Plaintiff(s)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF August, 2014



NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
ETHEL M. SEMBROT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 28, 2017



Case ID: 140703975

SENDER: COMPLETE THIS SECTION			COMPLETE THIS SECTION ON DELIVERY																			
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33.33%; padding: 5px;"> A. Signature </td> <td style="width: 33.33%; padding: 5px;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </td> <td style="width: 33.33%; padding: 5px;"> B. Received by (Printed Name) Kathleen Hamm </td> <td style="width: 33.33%; padding: 5px;"> C. Date of Delivery </td> <td style="width: 33.33%; padding: 5px;"> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> 1. Article Addressed to: Ms. Kathleen Hamm 49 Blue Bridge Drive Stamford, Ct. 06903 </td> <td colspan="2" style="padding: 5px;"> 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </td> <td colspan="2" style="padding: 5px;"> 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> 2. Article Number (Transfer from service label) 7012 1640 0000 5457 5557 </td> <td colspan="2" style="padding: 5px;"> Domestic Return Receipt </td> <td colspan="2" style="padding: 5px;"> 102585-0244-1540 </td> </tr> </table>			A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	B. Received by (Printed Name) Kathleen Hamm	C. Date of Delivery 	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	1. Article Addressed to: Ms. Kathleen Hamm 49 Blue Bridge Drive Stamford, Ct. 06903		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		2. Article Number (Transfer from service label) 7012 1640 0000 5457 5557		Domestic Return Receipt		102585-0244-1540	
A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	B. Received by (Printed Name) Kathleen Hamm	C. Date of Delivery 	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No																		
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2. Article Number (Transfer from service label) 7012 1640 0000 5457 5557		Domestic Return Receipt		102585-0244-1540																		

English

Customer Service

USPS Mobile

Register / Sign In



Select USPS.com to track your package

USPS Tracking™



Customer Service
Have questions? We're here to help.

7012164000054575557

Product & Tracking Information

Available Actions

Postal Product:

Features:

Certified Mail™

[View Details](#)

August 5, 2014, 3:33 pm

Delivered

STAMFORD, CT 06903

[View Details](#)

August 4, 2014, 9:58 am

Notice Left (No Authorized Recipient Available)

STAMFORD, CT 06903

August 4, 2014, 8:55 am

Out for Delivery

STAMFORD, CT 06907

August 4, 2014, 8:45 am

Sorting Complete

STAMFORD, CT 06907

August 4, 2014, 8:17 am

Arrived at Unit

STAMFORD, CT 06907

Enter tracking or receipt number

What's your tracking (or receipt) number?

[Track It](#)

LEGAL

Privacy
Terms of Use
Feedback
Customer Feedback

ON USPS.COM

Help
About USPS
USPS Shipping Options
Customer Service
Delivery Solutions
FAQs
Site Index

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About
Delivery Options
Customer Service
FAQs

OTHER USPS SITES

USPS.com
USPS.com
USPS.com
USPS.com
USPS.com



David J. Klemann Sr. And Kathryn Klemann,
h/w

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA.



Plaintiff,

vs.

JULY TERM, 2014

Covan World-Wide Moving, Incorporated;
Coleman American Moving Services, Inc.;
Eagle Leasing, Inc.; Jeffrey Elder; Jonathan
A. Blaurock; JARO Transportation Services,
Inc.; and Kathleen Hauman,

NO. 003975

Defendants

/

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :
: SS
:

CHURCHILL H. HUSTON, ESQUIRE, being duly sworn according to law deposes and says that on August 1, 2014, he did file a Civil Action Complaint in the above-entitled matter with the Court; and that on August 5, 2014, a true and correct copy of the Civil Action Complaint was served upon Covan World-Wide Moving, Incorporated; a copy of the Return Receipt for Merchandise article number 70121640000054576257 is attached hereto and marked as Exhibit "A".

THE MAHER LAW FIRM, P.A.

BY:


Churchill H. Huston, Esquire
Attorney for Plaintiff(s)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 8th DAY
OF August, 2014



NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ETHEL M. SEMBROT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 28, 2017



Case ID: 14070397

David J. Klemann Sr. And Kathryn Klemann,
h/w

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA

Plaintiff,

vs.

JULY TERM, 2014

Covan World-Wide Moving, Incorporated;
Coleman American Moving Services, Inc.;
Eagle Leasing, Inc.; Jeffrey Elder; Jonathan
A. Blaurock; JARO Transportation Services,
Inc.; and Kathleen Hauman,

NO. 003975

Defendants

/

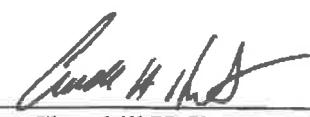
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :
: SS
:

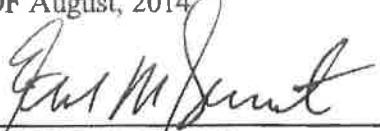
CHURCHILL H. HUSTON, ESQUIRE, being duly sworn according to law deposes and says that on August 1, 2014, he did file a Civil Action Complaint in the above-entitled matter with the Court; and that on August 5, 2014, a true and correct copy of the Civil Action Complaint was served upon Jonathan a. Balurock; a copy of the Return Receipt for Merchandise article number 70121640000054575533 is attached hereto and marked as Exhibit "A".

THE MAHER LAW FIRM, P.A.

BY:


Churchill H. Huston, Esquire
Attorney for Plaintiff(s)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 8th DAY
OF August, 2014



NOTARY PUBLIC
THE COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
ETHEL M. SEMBROT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 28, 2017



Case ID: 14070397

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>			
<p>1. Article Addressed to:</p> <p><i>Mr. Jonathan A. Blauch</i></p> <p><i>5324 Osage Avenue</i></p> <p><i>Kansas City, Kansas 66108</i></p>		<p>2. Article Number (Transfer from service label) <i>7012 1640 0000 5457 5533</i></p> <p>3. Service Types</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p> <p>Domestic Return Receipt</p> <p>102505-02-4-1540</p>			

David J. Klemann Sr. And Kathryn Klemann,
h/w

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA



Plaintiff,

vs.

JULY TERM, 2014

Covan World-Wide Moving, Incorporated;
Coleman American Moving Services, Inc.;
Eagle Leasing, Inc.; Jeffrey Elder; Jonathan
A. Blaurock; JARO Transportation Services,
Inc.; and Kathleen Hauman,

NO. 003975

Defendants

/

AFFIDAVIT OF SERVICE

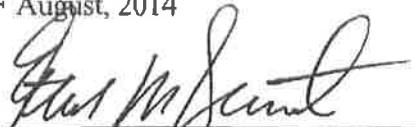
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :

CHURCHILL H. HUSTON, ESQUIRE, being duly sworn according to law deposes and says that on August 1, 2014, he did file a Civil Action Complaint in the above-entitled matter with the Court; and that on August 5, 2014, a true and correct copy of the Civil Action Complaint was served upon Eagle Leasing, Incorporated; a copy of the Return Receipt for Merchandise article number 70121640000054575519 is attached hereto and marked as Exhibit "A".

THE MAHER LAW FIRM, P.A.

BY: Churchill H. Huston
Churchill H. Huston, Esquire
Attorney for Plaintiff(s)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY
OF August, 2014



NOTARY PUBLIC

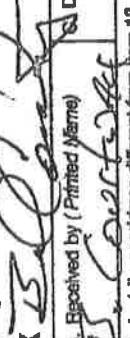
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

ETHEL M. SEMBROT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 28, 2017



Case ID: 140703973

SENDER: COMPLETE THIS SECTION	
COMPLETE THIS SECTION ON DELIVERY	
<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Brian G. Cooley</u></p> <p>C. Date of Delivery <u>10/29/04</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>E. Article Addressed to:</p> <p>Eagle Leasing, Inc. 90. Box 960 Conan Drive Midland City, AL 36330</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>G. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>H. Article Number <u>7012 1640 0000 5457 5519</u></p> <p>(Transfer from service label)</p> <p>I. Domestic Return Receipt <u>102884244150</u></p>	

PS Form 3811, February 2004

EXHIBIT “C”

David J. Klemann Sr. And Kathryn Klemann,
h/w

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA



Plaintiff,

vs.

JULY TERM, 2014

Covan World-Wide Moving, Incorporated;
Coleman American Moving Services, Inc.;
Eagle Leasing, Inc.; Jeffrey Elder; Jonathan
A. Blaurock; JARO Transportation Services,
Inc.; and Kathleen Hauman,

NO. 003975

Defendants

/

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS :
:

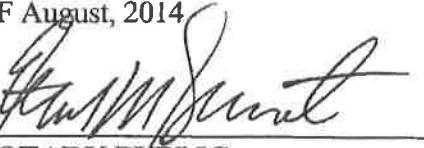
CHURCHILL H. HUSTON, ESQUIRE, being duly sworn according to law deposes and says that on August 1, 2014, he did file a Civil Action Complaint in the above-entitled matter with the Court; and that on August 4, 2014 at 12:17 p.m., a true and correct copy of the Civil Action Complaint was served upon JARO Transportation Services; a copy of the Return Receipt for Merchandise article number 70121640000054575540 and USPS tracking confirmation are attached hereto and marked as Exhibit "A".

THE MAHER LAW FIRM, P.A.

BY:

Churchill H. Huston, Esquire
Attorney for Plaintiff(s)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF August, 2014


NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ETHEL M. SEMBROT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 28, 2017



Case ID: 14070397

COMPLETE THIS SECTION ON DELIVERY		
<p>SENDER: COMPLETE THIS SECTION</p> <p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><i>JARO Transportation Services 915 Post Road Warren, Ohio 44483</i></p>		
<p>A. Signature</p> <p><i>James J. Null</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addresses</p> <p>B. Received by (Printed Name) <i>James J. Null</i> <input type="checkbox"/> C. Date of Delivery <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>		
<p>2. Article Number: <i>(Transfer from service label)</i> 7012 1640 0000 5457 5540</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 10259-0244-1846</p>		

EXHIBIT “D”

Weber □
Gallagher

2000 Market Street, Suite 1300
Philadelphia, PA 19103

T(215) 972-7900
F(215) 564-7699

August 20, 2014

VIA U.S. FIRST CLASS MAIL

Covan World-Wide Moving, Inc.
1 Covan Drive
Midland City, AL 36350

Direct Dial: (215) 972-7906
Email: mzingarini@wglaw.com

Direct Dial: (267) 519-4983
Email: spheilan@wglaw.com

Coleman American Moving Services, Inc.
P.O. Box 960
1 Covan Drive
Midland City, AL 36350

Jonathan Blaurock
5324 Osage Ave.
Kansas City, KS 66106

Eagle Leasing, Inc.
P.O. Box 960
1 Covan Drive
Midland City, AL 36350

Kathleen Hauman
49 Blue Ridge Drive
Stamford, CT 06903

Jeffrey Elder
810 W. 5th Street
Ottawa, KS 66106

**RE: David J. & Kathryn Kleemann v. Jaro Transportation Services, Inc., et al.
NO. 3975
Philadelphia County Court of Common Pleas
Our File Number: 0077980**

Dear Sir or Madam:

Please be advised that we intend to remove the above captioned litigation from its current venue, the Philadelphia County Court of Common Pleas, to the United States District Court for the Eastern District of Pennsylvania.

Kindly advise within the next five (5) days whether you consent to the removal of this action. **If we do not hear back from you to the contrary by August 26, 2014, we will take it that you consent to removal and will file a Notice of Removal indicating same.** If you are currently represented by counsel, kindly forward this correspondence to their immediate attention.

Thank you for your attention to this matter.

Very truly yours,



Marc B. Zingarini
Sean L. Phelan

MBZ/slp